

**Emergency Financial Manager of the City of Ecorse
(Directive No. 045)**

**ORDER OF THE EMERGENCY FINANCIAL MANAGER OF THE
CITY OF ECORSE, COUNTY OF WAYNE, STATE OF MICHIGAN,
AUTHORIZING AND APPROVING THE COMPUTER EQUIPMENT
LEASE AGREEMENT BETWEEN THE CITY OF ECORSE AND
DELL FINANCIAL SERVICES ACCORDING TO LEASE NO. 001-
008920719-001 AND LEASE NO. 810-008920719-002 (ATTACHED
HERETO).**

WHEREAS, under the Local Government Fiscal Responsibility Act, Act 72, Public Acts of Michigan, 1990, as amended ("Act 72") and a Contract (the "Contract") between the State of Michigan and Joyce A. Parker, dated October 30, 2009, Joyce A. Parker has been appointed as the Emergency Financial Manager (the "EFM") of the City of Ecorse, County of Wayne, Michigan (the "City") and charged with the power to take actions with respect to the City, including the power to exercise the authority and responsibilities of the Mayor, as Chief Administrative Officer of the City, and of the City Council, as the governing body of the City, concerning the adoption, amendment and enforcement of ordinances or resolutions affecting the financial condition of the City as provided in the Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"); and

WHEREAS, pursuant to Act 72 and the Contract, the EFM, as the Chief Administrative Officer of the City, is authorized to, among other things, make, approve, or disapprove any appropriation, contract, expenditure, or loan for the City as she may deem necessary within her sole discretion to accomplish the purposes of Act 72; and

WHEREAS, the EFM solicited bids for services related to, among other things to update the computer equipment for the City of Ecorse.

WHEREAS, DELL Financial Services, duly qualified to provide computer equipment and leasing services in the State of Michigan, submitted the winning bid for the City; and

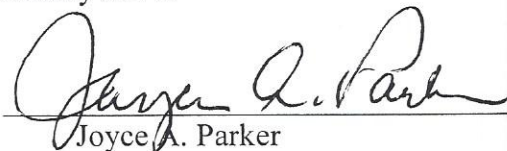
WHEREAS, the EFM has determined it is the best financial interest of the City to lease computer equipment provided by DELL Financial Services, L.L.C.

WHEREAS, pursuant to Act 72, the EFM desires to authorize the officers, agents and employees of the City, including legal counsel to the City to negotiate the terms of the lease with DELL Financial Services, but subject to the parameters set forth in the Order, and upon finalization of the lease to authorize the EFM to execute and deliver the lease on behalf of the City.

NOW THEREFORE, BE IT ORDERED BY THE EMERGENCY FINANCIAL
MANAGER OF THE CITY OF ECORSE, PURSUANT TO ACT 72 AND THE CONTRACT,
THAT:

1. Negotiations of Terms and Preparation of Lease Contract. Pursuant to Act 72, the officers, agents and employees of the City are each hereby authorized and directed to negotiate the terms of a Leasing Contract with DELL Financial Services, L.L.C. to provide computer equipment to the City, in accordance with the bid submitted by DELL Financial Services, L.L.C. and to cause said lease contract to be prepared with such modifications that shall be acceptable to the EFM, and approved by legal counsel to the City, subject to the following parameters:
 - (a) The cost to the City for the leasing services pursuant to the lease contract shall be as provided in the proposal submitted by DELL Financial Services, L.L.C.
2. Approval, Execution and Deliver of Lease Contract. The EFM is hereby authorized and directed to execute and deliver the final Leasing Contract on behalf of the City, and upon execution, the contract shall become a valid and binding contract of the City, in accordance with its terms.
3. Authorization of Other Necessary Action. The Mayor, The Finance Director, the Treasurer and the City Clerk are hereby authorized and directed on behalf of the City to take any and all other actions, perform any and all acts and execute any and all documents as directed by the EFM as shall be necessary or desirable to implement this Order.
4. Repeal. All orders of the EFM, resolutions of the City Council of the City, and parts of resolutions or orders in conflict with this Order are hereby repealed to the extent of such conflict.

SO ORDERED this 12th day of January 2011.



Joyce A. Parker
Emergency Financial Manager
City of Ecorse

LEASE NO: 001 - 008920719-001



Financial Services

Your Dell Customer Number is: 24963914



Company No: 83

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE CITY OF ECORSE		LEASE TERM (MONTHS) 48	MONTHLY RENT PAYMENT^ \$168.84 <small>^Subject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE^ \$11.49 <small>^Subject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$7,945.42 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE) **Charges to ship to you ARE NOT included in the Monthly Rental Payment, and WILL appear as a one time charge on your first invoice.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 3869 W JEFFERSON AVE ECORSE MI 48229					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		SOCIAL SECURITY NUMBER		END OF LEASE PURCHASE OPTION Fair Market Value	

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, WE HEREBY ASSIGN TO YOU FOR THE TERM OF THE LEASE ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

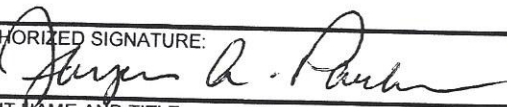
2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 6; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE



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RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: CITY OF ECORSE		US/LESSOR: (For DFS use only) Dell Financial Services L.L.C. Phone (800) 955-3355 99355 Collections Center Drive Fax (800) 934-4207 or Chicago, IL 60693 Fax (512) 246-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only)	
PRINT NAME AND TITLE: Joyce Parker Emergency Financial Manager		PRINT NAME AND TITLE: (For DFS use only)	DATE

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

38-6004676

FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is **not pre-printed**, you **MUST** provide it in the box above.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE **DO NOT** COMPLETE STEPS 1-3 ABOVE.

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3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Inc. ("Dell") under Dell's Return Policy, found at www.dell.com (the "Policy"), in the time, condition and manner required by Dell under the Policy, we will apply any payment we receive from Dell as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 1.50% of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of notebook personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: Except for software that is subject to a separate License, we are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in all of your rights and interest in and to the Products (including your right to use any software to the extent not prohibited by your License) and any replacements, substitutions, additions, attachments, and all proceeds thereof. You authorize us to file any financing statements or related filings as we may reasonably deem necessary or appropriate. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Two-Year U.S. Treasury Constant Yield Maturity Rate in effect on the date you provide notice of the Loss ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. You agree to pay a personal property tax management fee calculated by us and based on the cost of the annual property tax assessed on the Products during the Lease Term. This fee shall be payable with each installment of Rent.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to the operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then Fair Market Value of the Products ("FMV"), will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety

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(90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you timely provide such written notice of intent and purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew on a continuing month-to-month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us and reasonably approved by you. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. Further, with respect to software, if a Default occurs, you agree upon notice from us to (a) immediately cease using the software, (b) deinstall and delete all copies of the software from any computer systems you own or control or that are used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

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Financial Services

Attachment A

Company No: 83

Attached hereto and made a part hereof Lease No: 001 - 008920719-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and CITY OF ECORSE as Lessee

Product Location	General Product Description/Supplier/Quantity	
3869 W JEFFERSON AVE	Dell Order #573062648	
ECORSE		
MI	Description	Quantity
48229	OptiPlex 980 Small Form Factor Base Standard PSU	7
	OptiPlex 980, Intel Core i5 Dual Core Processor 660 with VT (3.33GHz, 4M)	7
	4GB,Non-ECC,1333MHz DDR3,4x1GB,Dell OptiPlex 980	7
	Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, OptiPlex	7
	No Monitor Selected, OptiPlex	7
	Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980	7
	160GB SATA 10K RPM 3.0Gb/s 3.5inch SATA2 16MB Data Burst Cache Dell OptiPlex	7
	Windows 7 Professional, Media, 32-bit, Optiplex, English	7
	Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop	7
	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision	7
	No Out-of-Band Systems Management,Dell OptiPlex 980	7
	8X DVD+/-RW,Slimline,Data Only,OptiPlex 380 Small Form Factor	7
	Cyberlink Power DVD 9.5,No Media, Dell OptiPlex, Latitude and Precision Workstation	7
	Roxio Creator Starter,No Media,Dell OptiPlex, Latitude and Precision Workstation	7
	No Eco Kit Option,Dell OptiPlex 980	7
	Internal Chassis Speaker,Dell OptiPlex 980 Small Form Factor	7
	OptiPlex 980 Small Form Factor Standard Power Supply	7
	Dell Control Point for OptiPlex 380/580/980	7
	Documentation,English,Dell OptiPlex	7
	Power Cord,125V,2M,C13,Dell OptiPlex	7
	No RAID, Dell OptiPlex	7
	Dell Energy Smart Power Management Settings Enabled Optiplex	7
	Dell OptiPlex ON,OptiPlex 980	7
	No Resource DVD for Dell Optiplex, Latitude, Precision	7
	Chassis intrusion switch, DellOptiPlex	7
	No Quick Reference Guide,Dell OptiPlex	7
	Shipping Material for System Small Form Factor,Dell OptiPlex 960	7
	Mainstream Processor Heat Sink,Dell OptiPlex 980 Small Form Factor	7
	Microsoft Office Starter 2010,OptiPlex,Precision and Latitude	7
	Microsoft Office Professional 2010,English,OptiPlex,Precision and Latitude	7

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Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)	7
Dell Hardware Limited Warranty Plus Onsite Service Initial Year	7
ProSupport : Next Business Day Parts and Labor Onsite Response 3 Year Extended	7
ProSupport : Next Business Day Parts and Labor Onsite Response Initial Year	7
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	7
ProSupport : 7x24 Technical Support , 3 Year Extended	7
ProSupport : 7x24 Technical Support , Initial	7
Intel I5 Quad Desktop Sticker	7
Asset Recovery Services, Lease Return, Transportation Only	14

All other terms and conditions of the Lease shall remain unchanged.

LEASE NO: 810-008920719-002

Your DELL Customer Number is: 24963914



Financial Services

Company No: 83

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE CITY OF ECORSE		LEASE TERM (MONTHS) 48	MONTHLY RENT PAYMENT(S) ^ \$906.45 principal and interest components as set forth on Attachment B ^Subject to Applicable Tax	TRANSACTION PROCESSING FEE* \$0.00
DBA NAME (IF ANY)	TYPE OF ENTITY Municipality	FINANCING TERMS Product Cost: \$39,496.70 Shipping Charges**: \$0.00 Transaction Processing Fee: \$0.00 Total On Lease: \$39,496.70 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE).		
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 3869 W JEFFERSON AVE ECORSE MI 48229				
		INTEREST RATE 5.04%	PRINCIPAL AMOUNT FINANCED \$39,496.70 ✓	
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A		
		END OF LEASE PURCHASE OPTION Tax Exempt Lease Purchase		

TERMS AND CONDITIONS OF LEASE

1. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy and we receive reimbursement from Dell for the full Product Cost shown above, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent annual period (or the following day of the subsequent annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

2. Funding Intent; Nonappropriation of Funds: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.



LEASE NO: 810-008920719-002

Your DELL Customer Number is: 24963914

3. Representations, Warranties and Covenants: You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; and (g) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (g) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

5. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

6. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

7. Title; Quiet Enjoyment; Personal Property; Filing: You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

8. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

9. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

10. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

11. Return: In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

12. Purchase Option: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the Purchase Option price of \$1.00. Upon payment in full of the Purchase Option price and any amounts which may be due

LEASE NO: 810-008920719-002

Your DELL Customer Number is: 24963914

hereunder, we will transfer our interest in the Products, if any, to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate.

13. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

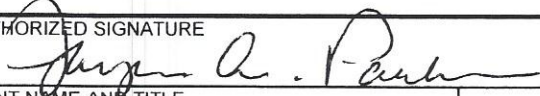
14. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

15. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

16. Indemnity: To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

17. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

LESSEE: CITY OF ECORSE		LESSOR: Dell Financial Services L.L.C. 99355 Collections Center Drive Chicago, IL 60693		PHONE (800) 955-3355 FAX (512) 723-6659 or FAX (512) 246-2028
AUTHORIZED SIGNATURE 		AUTHORIZED SIGNATURE		
PRINT NAME AND TITLE Joyce Parker		PRINT NAME AND TITLE		DATE
DATE		DATE		

LEASE NO: 810-008920719-002

Your DELL Customer Number is: 24963914


LEASE AGREEMENT
Attachment A

Company No: 83

Attached hereto and made a part hereof Lease No: 810 - 008920719-002 between DELL FINANCIAL SERVICES L.L.C. as Lessor and CITY OF ECORSE as Lessee

Product Location
 3869 W JEFFERSON AVE
 ECORSE
 MI
 48229

General Product Description/Supplier/Quantity
 Dell Order #573177032

Description	Quantity
PowerConnect 3524P, 24 Ports Managed Switch, Stacking Capable, Power over Ethernet	2
Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended	2
ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year	2
Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year	2
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355	2
Dell Hardware Warranty Initial Year	2
Dell Hardware Warranty Extended Year(s)	2
On-Site Installation Declined	2
EPS-470, External Redundant Power Supply, Cus Kit	2

Dell Order #573064412

3869 W JEFFERSON AVE
 ECORSE
 MI
 48229

Description	Quantity
Dell EqualLogic PS4000E, Cost Efficient, High Capacity, 7.2KSATA Drives	1
4.0 Terabyte capacity, 8 X 500GB, 7.2K SATA, Dual Controller	1
EqualLogic array may not be returned	1
Asynchronous Replication	1
Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware	1
SAN HQ multi group monitoring software	1
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended	1
ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	1
Dell Hardware Limited Warranty Initial Year	1
Dell Hardware Limited Warranty Extended Year	1
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year	1
EqualLogic Advanced Software Warranty and Service, 7x24 Access, 3 Year	1
Remote Implementation of an Ethernet Switch (to schedule, email US_Remote_Services@dell.com)	1

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Remote Implementation of a Dell EqualLogic Array (to schedule, email US_Remote_Services@dell.com)	1
Proactive Maintenance Service Declined	1
Dell Education Services - Dell EqualLogic PS Series Basic Configuration and Management Online Training, 1 year access	1
PE R710 with Chassis for Up to 8, 2.5-Inch Hard Drives	1
PowerEdge R710 Shipping	1
24GB Memory (12x2GB), 1333MHz Single Ranked RDIMMs for 2 Procs, Optimized	1
Embedded Broadcom, GB Ethernet NICS with TOE	1
Embedded Broadcom, GB Ethernet NICS with TOE and iSCSI Offload Enabled	1
Intel Xeon X5650, 2.66Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem	1
PowerEdge R710 Heat Sinks for 2 Processors	1
Intel Xeon X5650, 2.66Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem	1
HD Multi-Select	1
PERC H700 Integrated RAID Controller, 512MB Cache, x8	1
Power Saving BIOS Setting	1
Windows Server 2008 R2, Enterprise Edition, Includes 10 CALs	1
Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4	1
iDRAC6 Express	1
DVD+/-RW, SATA, INTERNAL	1
Bezel	1
Riser with 2 PCIe x8 + 2 PCIe x4 Slot	1
Electronic System Documentation and OpenManage DVD Kit	1
Dell Management Console	1
RAID 1/RAID 5 for H700 or PERC 6/i Controllers	1
Sliding Ready Rails With CableManagement Arm	1
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended	1
ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year	1
Dell Hardware Limited Warranty Extended Year	1
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year On-Site Installation Declined	1
High Output Power Supply Redundant, 870W	1
No Power Cord	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter	1
Dell UPS, Rack, 1000W, 2U, 120V,with 5-15P to C13, 3m input cord	1
73GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive	2
600GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive	4
Dell Order #572663719	

3869 W JEFFERSON AVE
ECORSE
MI
48229

Description	Quantity
GOVT OLP OFFICEPROPLUS 2010 NL LCL	5

LEASE NO: 810-008920719-002

Your DELL Customer Number is: 24963914

Dell Order #572660558

3869 W JEFFERSON AVE
ECORSE
MI
48229

Description

DTC550 SYSTEM BUNDLE: PRINTER ASURE
ID,WEBCAM,YMCKO,ULTA 500

Quantity

1

All other terms and conditions of the Lease shall remain unchanged.



LEASE NO: 810-008920719-002

Your DELL Customer Number is: 24963914

LEASE AGREEMENT

Attachment B

Company No: 83

Attached hereto and made a part hereof Lease No: 810 - 008920719-002 between DELL FINANCIAL SERVICES L.L.C. as Lessor and CITY OF ECORSE as Lessee

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	39,496.70					
1	39,496.70	906.45	-	906.45	38,590.25	39,775.15
2	38,590.25	906.45	162.00	744.45	37,845.80	39,030.71
3	37,845.80	906.45	158.88	747.57	37,098.23	38,283.13
4	37,098.23	906.45	155.74	750.71	36,347.52	37,532.42
5	36,347.52	906.45	152.59	753.86	35,593.66	36,778.56
6	35,593.66	906.45	149.42	757.03	34,836.64	36,021.54
7	34,836.64	906.45	146.25	760.20	34,076.43	35,261.33
8	34,076.43	906.45	143.05	763.40	33,313.04	34,497.94
9	33,313.04	906.45	139.85	766.60	32,546.44	33,731.34
10	32,546.44	906.45	136.63	769.82	31,776.62	32,961.52
11	31,776.62	906.45	133.40	773.05	31,003.57	32,188.47
12	31,003.57	906.45	130.15	776.30	30,227.27	31,412.17
13	30,227.27	906.45	126.89	779.55	29,447.72	30,632.62
14	29,447.72	906.45	123.62	782.83	28,664.89	29,849.79
15	28,664.89	906.45	120.34	786.11	27,878.78	29,063.68
16	27,878.78	906.45	117.04	789.41	27,089.36	28,274.26
17	27,089.36	906.45	113.72	792.73	26,296.64	27,481.54
18	26,296.64	906.45	110.39	796.06	25,500.58	26,685.48
19	25,500.58	906.45	107.05	799.40	24,701.18	25,886.08
20	24,701.18	906.45	103.70	802.75	23,898.43	25,083.33
21	23,898.43	906.45	100.33	806.12	23,092.31	24,277.21
22	23,092.31	906.45	96.94	809.51	22,282.80	23,467.70
23	22,282.80	906.45	93.54	812.91	21,469.90	22,654.80
24	21,469.90	906.45	90.13	816.32	20,653.58	21,838.48
25	20,653.58	906.45	86.70	819.74	19,833.83	21,018.73
26	19,833.83	906.45	83.26	823.19	19,010.65	20,195.55
27	19,010.65	906.45	79.81	826.64	18,184.00	19,368.90
28	18,184.00	906.45	76.34	830.11	17,353.89	18,538.79
29	17,353.89	906.45	72.85	833.60	16,520.29	17,705.20
30	16,520.29	906.45	69.35	837.10	15,683.20	16,868.10
31	15,683.20	906.45	65.84	840.61	14,842.59	16,027.49
32	14,842.59	906.45	62.31	844.14	13,998.45	15,183.35
33	13,998.45	906.45	58.77	847.68	13,150.76	14,335.66
34	13,150.76	906.45	55.21	851.24	12,299.52	13,484.42

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Your DELL Customer Number is: 24963914

35	12,299.52	906.45	51.63	854.82	11,444.71	12,629.61
36	11,444.71	906.45	48.05	858.40	10,586.30	11,771.20
37	10,586.30	906.45	44.44	862.01	9,724.29	10,909.20
38	9,724.29	906.45	40.82	865.63	8,858.67	10,043.57
39	8,858.67	906.45	37.19	869.26	7,989.41	9,174.31
40	7,989.41	906.45	33.54	872.91	7,116.50	8,301.40
41	7,116.50	906.45	29.88	876.57	6,239.92	7,424.83
42	6,239.92	906.45	26.20	880.25	5,359.67	6,544.57
43	5,359.67	906.45	22.50	883.95	4,475.72	5,660.62
44	4,475.72	906.45	18.79	887.66	3,588.06	4,772.96
45	3,588.06	906.45	15.06	891.39	2,696.67	3,881.58
46	2,696.67	906.45	11.32	895.13	1,801.55	2,986.45
47	1,801.55	906.45	7.56	898.89	902.66	2,087.56
48	902.66	906.45	3.79	902.66	(0.00)	-

*DFS Lease Equipment Discount

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting Clerk (Clerk, Secretary, etc.) of City of Ecorse, ~~agovernment~~ public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

810-008920719-002

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Lease No. _____ (the "Agreement") between the Public Entity and Dell Financial Services L.L.C., a Delaware limited partnership or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which it is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on _____, 201_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement and all agreements, documents, and instruments in connection therewith on its behalf by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet its other obligations for the first Fiscal Period (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from 1/1 to 12/30.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to Lessor, but in any event, shall be effective with respect to

any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201__.

By: _____

Name: _____

Title: _____

Subscribed to and sworn before me this ____ day of _____, 201__.

Notary Public

My commission expires _____

NOTICE

IRS 8038-G & 8038-GC FILINGS

The Internal Revenue Service (IRS) now requires that all 8038 filings, prepared by a third party, be executed by the third party as the "Preparer".

Additionally, the IRS does not allow the Preparer to execute the Filing until after receiving the executed Lease.

Accordingly, once the Lease Schedule is executed and returned, you will be receiving the 8038 filing for your execution and return.

Please contact your Lease Representative should you have any questions or concerns.



Financial Services

AUTOPAY AUTHORIZATION FORM [405]

Business Accounts

This is ☐ New AutoPay ☐ Change

With this service you have the option of continuing to receive a monthly invoice.

☐ Yes, please continue to send a monthly invoice ☐ No, I do not require a monthly invoice

SECTION 1: DELL FINANCIAL SERVICES ACCOUNT INFORMATION

Please list the Lease and/or Loan Agreement number(s) for the account(s) that you would like to place on the AutoPay service:

Lease/Loan agreement no. (exactly as it appears on your account):

Name on the Bank Account to be debited (must match name of the Lessee/Borrower on the Lease/Loan): _____

Contact Name: _____

Fax #: _____

E-mail Address: _____

Phone: _____

SECTION 2: BANKING INFORMATION

*The bank account must be a **commercial account**. If your business uses a non-commercial bank account or if the name on the account differs from that of the Lessee/Borrower, please contact Customer Service at <http://dfs.us.dell.com/Service/> or 877-577-3355.*

Bank Name: _____

Bank Address: _____

Bank City: _____ Bank State: _____ Bank Zip: _____

Bank phone number: _____

[illegible]

Account Number: _____

Please confirm with your bank.

SECTION 3: SIGNATURE

This Autopay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease(s)/Loan(s), including Rent, Payment, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease(s)/Loan(s). You represent and warrant to DFS that the above account is a **commercial account established in connection with your business and not for personal, family or household purposes**. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease(s)/Loan(s) as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House of the Federal Reserve and may be governed by the rules of the Automated Clearing House. These services may be terminated or modified by DFS at any time without notice. **THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS TERMINATION TO DFS SO AS TO AFFORD DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.**

Dated: _____

Customer Name _____

Signature of Authorized Representative

Printed Name and Title

SECTION 4: RETURN INSTRUCTIONS

If you received this AutoPay form with your new Lease/Loan Agreement, return this completed form, along with your other Lease/Loan documents, as instructed by your DFS Representative. OR, if you are requesting AutoPay for an existing Lease/Loan, fax this completed form to Customer Service at (512) 283-1854.

You should retain a copy of this form for your records.

Please note that DFS will not mail a monthly invoice if you have authorized this service.

If you have any questions, please contact Customer Service at <http://dfs.us.dell.com/Service/> or 877-577-3355.

PUBLIC EDUCATION, STATE AND LOCAL GOVERNMENT RIDER

This Rider supplements the provisions of Lease No. 001 - 008920719-001 ("Lease") between you and us as identified below. This Rider is an integral part of the Lease. Capitalized terms used in this Rider that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Rider, then this Rider will control and prevail.

1. Funding Intent: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriations of Funds: If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 10 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Essential Use: You represent that the use of the Products are essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products.

4. Choice of Law: Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

5. Authority and Authorization: You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

Lessee: City of Ecorse

By:

Name and Title:

Date:

Lessor: Dell Financial Services LLC.

By:

Name and Title:

Date:

CERTIFICATION

I _____, a resident of _____, in the State of _____, DO HEREBY
(Certifier) (City) (State)
CERTIFY that I am the _____ of the Lessee identified above, which is a educational, state or political
(Title)
subdivision or agency, duly organized and under the laws of the State of _____, that I have custody of the
(State)
records of the Lessee, and, as of the date set forth below, _____ is the _____
(Name of Above Signature) (Title of Above Signature)
of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Rider) and
all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed this seal of Lessee this _____ day of _____, 20____.
(Day) (Month)

-seal-

Certifier's Signature: _____